



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

July 29, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SHELLY K. ALIOA  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4553

SUBJECT: **AWARD NOTICE – ADDENDUM #3 – Effective March 1, 2013**  
**CONTRACT NO. GSS11596-FOODYARD\_COMPOST**  
**Food and Yard Waste Removal for Composting**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a two (2) year period from March 1, 2011 through February 28, 2013. Each contract may be renewed for one (1) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**The thirty (30) day extension has been utilized extending the contract term to March 31, 2013.**

### **3. VENDORS:**

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Waste Management, Inc. 300 Harvey Drive Wilmington, DE 19804 Rob Clendenin Phone: 757-558-6149 <a href="mailto:rclenden@wm.com">rclenden@wm.com</a>	Blue Hen Dispose-All, Inc. 34026 Anna's Way, Suite 3 Millsboro, DE 19966 Shannon Argo Phone: 302-945-3500 Fax: 302-945-4032 <a href="mailto:shannon@bluehendisposals.com">shannon@bluehendisposals.com</a>
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### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

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Vendors will work with each Agency to produce a service schedule. Vendors must adjust servicing of the State of Delaware's site if need arises for a more or less frequent servicing schedule including but not limited to, weekend and after hour pick-ups at no charge to the State. Vendors servicing the site must be available and agree to provide services within twenty-four hours of notification from the Agency.

### **6. PRICING:**

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Prices will remain firm for the term of the initial contract. See Pricing Spreadsheet for pricing.

**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**15. COMPLIANCE WITH LAW:**

The performance of the Contractor's services and all activities related to the Contractor's provision of services shall be in full compliance with all applicable federal, state and local laws, rules, regulations, orders and/or directives.

## **16. SUMMARY OF GENERAL RESPONSIBILITIES:**

General responsibilities of the Contractor. The Vendor shall complete the following as part of the services:

- Meet with the Agency and conduct a site visit to determine service needs;
- Provide educational material to all Agencies at least 15 days in advance of container placement;
- Provide service container(s) to the Agency for the final collection of recyclable materials;
- Process, market, and recover all materials collected;
- Establish pick up date(s) and frequency of pick-ups; and
- Submit to the State of Delaware on a weekly basis the implementation report during the phase in of the contract. (Attachment 12)

General responsibilities of the Agency. The Agency will:

- Identify a “Compost Representative” to act as Program contact person for questions or problems regarding the Program and/or Vendor’s provisions of services, as well as to head the compost program for the State of Delaware;
- Meet with the Vendor to conduct a site visit to determine the service needs;
- The Agency and Vendor will work together to determine the minimum number of service containers and service days;
- Assist in setting up training of Agency personnel on acceptable materials to be composted, how to collect and store compostables etc.;
- Post and utilize Compost Program promotional material in order to maximize participating in the Program; and
- If applicable, collect compostables from smaller containers located throughout the site and load those acceptable compostable materials into the Service Container(s) at the collection point where the Vendor picks up the materials.

## **17. PROOF OF RECOVERY:**

The Vendor must provide the State of Delaware with written documentation that all materials collected from the site have been properly and lawfully recovered and/or otherwise disposed of in accordance with all applicable laws. The submission of proof of recovery shall be sent to Vicki Macklin by email [Vicki.Macklin@state.de.us](mailto:Vicki.Macklin@state.de.us) or fax 302-739-3779 on a monthly basis by the 15<sup>th</sup> of every month for the previous month. The State of Delaware requires that at least eighty percent (80%) of all materials collected from this Program be recovered. No recoverable materials received at the site shall be disposed by any other method other than to a licensed, permitted and/or otherwise lawfully authorized DNREC In-Vessel Compost Facility. For the purpose of this RFP, acceptable methods of recovery are in vessel composting. Any materials received at the facility which have been contaminated with non-recoverable materials shall be handled, transported and disposed of in accordance with all applicable laws, including, but not limited to, all environmental laws. The Vendor must show written documentation and proof of recovery (i.e. dump ticket, scale ticket, proof of delivery, etc) on a monthly basis to the Contract Officer. The Vendor must provide the State of Delaware with (i) a contract with a DNREC approved Compost Facility that will recover the materials collected under this Program, and (ii) written documentation of the Compost Facility’s license, permits, and/or other authorizations for lawful operation of such facilities. The Vendor shall notify the State of Delaware in writing at least thirty (30) days prior to the change of any vendors or Compost Facility utilized by the Vendor, and such notification shall contain documentation of the new vendor’s Compost Facility’s licenses, permits, and/or authorizations for lawful operation. If the Vendor transports food scraps to a transfer station, the Vendor must provide the State of Delaware with written documentation of the final Class II Compost Facility location.

**18. BILLING:**

Billing for services provided by the Vendor for the Compost Program will be based on a monthly fee with weekly service. Invoices shall be due to the Agency no later than fifteen (15) days after the end of each month. The Vendor's costs for its services provided under this program are to be all-inclusive expenses that include, but are not limited to, the cost of labor, fuel, supplies, totes, compostable bags, transportation, administration, and processing. No additional costs or fees will be considered or paid. Agencies may elect not to use compostable bags, there will be separate pricing for not using compostable bags, please see Appendix B, Cost Sheet 2.

Invoices will not be paid unless accompanied by the monthly report to each Agency summarizing the activity on the contract. Required information on the monthly report shall include, at a minimum, the following:

- The type and quantity of service containers provided for the site;
- The total pounds/tons collected during the applicable month;
- Written documentation of proof of recovery in accordance with the requirements of Proof of Recovery;
- The day of the week that the service container(s) is serviced;
- The number of pulls completed for each Participant's site, if such a number is more than once weekly; and
- Any additional information as requested by the Agency.

**19. INDEPENDENT VENDOR RELATIONSHIP:**

The Vendor is, and shall perform the Services and work related to the contract as, an independent Vendor, and as such, shall have and maintain complete control over all of its employees, agents and operations. Neither the Vendor nor anyone employed by it shall represent, act, and/or purport to act or be deemed to be the agent, representative, employee or servant of the State of Delaware.

The Vendor shall conduct all Services and work related to this contract in accordance with all applicable laws and regulations, and shall be required to obtain and keep in full force and effect throughout the performance of Services and work related to this contract all permits, licenses, and insurance that may be required by the State of Delaware, all local authorities, the State of Delaware, and the federal government. Failure to comply with any of these terms is grounds for immediate cancellation of any agreement between the Vendor and the State of Delaware.

**20. SANITARY PROCEDURES:**

- A. All containers shall be maintained in a safe and operable condition, shall be maintained in such a manner that when emptied or replaced they shall be free of offensive odor and sealed to prevent liquid spillage. Upon inspection, the Department may require certain containers to be cleaned and/or painted during the contract term.
- B. The exterior of the containers shall be free of debris or other objectionable matter.
- C. All refuse and spilled equipment fluids adjacent to containers shall be removed within twenty four (24) from the time of occurrence by the contractor.
- D. Compacting on State Properties is prohibited unless permission is granted by the agency.
- E. Trucks shall not leak offensive liquids from truck while on state property. Compaction of waste that creates this problem shall be done off State property.
- F. Trucks shall not leak vehicle fluids while on State property.
- G. If a pull day falls on a holiday at a lock down facility pick up must be made the next day the location is open for business.
- H. If a declared State of Emergency is announced by the Governor, pick up is to resume the following day after the State of Emergency is lifted.

**21. GENERAL EQUIPMENT REQUIREMENTS:**

- A. **External Containers** - Containers shall have access openings for ease of depositing refuse and shall be mechanically enclosed to prevent blowing and scavenging of refuse. Containers shall be designed to prevent lids from falling behind container when loading and unloading. All six (6) yard containers are to be low style with plastic lids. Contractor must supply the style and construction of containers with proposal.
- B. **Internal Containers** – Containers must be delivered to each location by the start of the contract. Containers provided at no cost to the state must be sufficient size and quantity to accommodate agency's needs, from waste area to external containers or location to accommodate anticipated volume of recyclable material. The State intends to address internal processes from waste area to external containers or locations or which is most effective. All containers must be capable of accepting a compostable liner. Large central recycling containers must contain a lid or closure option so that recyclable materials are not visible. Please provide sizes available in your proposal.
- C. **Container Repair** – All containers and lids are to be kept in working order. Containers and lids that are damaged shall be repaired or replaced within one (1) week. The inspection and reporting of damaged container lids shall be the responsibility of the Contractor.
- D. **Container Unloading** – Containers which are emptied on-site shall be emptied into a sealed truck which is liquid tight to prevent spillage and drippings. Roll-off containers shall be exchanged, empty or filled, with filled containers sealed to prevent spillage and drippings, and removed in accordance with the schedule of service agreed upon.

**22. SAFETY REQUIREMENTS:**

- A. All employees of the contractor are to be trained in the safe operation of all equipment prior to being utilized on this contract.
- B. All safety and health requirements as mandated by the State of Delaware must be followed.
- E. Caution should be exercised while making collections during special events and regular working hours so as to not cause injury to pedestrians or damage to vehicles and state property.
- D. Collection trucks are to be equipped with backup warning alarm.

Property damage resulting from the collection operations must be reported to the Office of Management and Budget within twenty-four (24) hours. All damaged property must be repaired within a reasonable time frame agreed to by both the contractor and the agency. All cost of repairs are the responsibility of the contractor.

**23. SERVICE TO BE PROVIDED:**

Collection services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where State offices are closed. In the event of a State of Emergency, collection must be made within one (1) day after the emergency is lifted.

On the dates of service the Contractor shall pick up all food and yard waste from each food waste receptacle, removing all debris and scrape clean the sides of each receptacle. The contractor shall use a sealed water tight vacuum pump truck to remove the food waste. Deviation from these instructions could result in termination of the contract.

The state reserves the right to request additional services to accommodate any unforeseen increase in volume if wet/dry garbage generated. The additional services will be provided within forty-eight (48) hours of request by the State, and will be arranged at a mutually agreed upon time. Additional services shall be provided at the same rate set forth in the Contractor's pricing sheet.

**24. PHASE-IN TIMELINE:**

It is anticipated that the food and yard waste removal for composting will take to three (3) months. During that time, awarded vendor(s) will be required to work with the agencies to ensure that site visits are conducted and all containers necessary to perform the service are placed within each facility. There are to be no excessive amount of containers or improper placement of containers. The awarded vendor(s) will also be required to adjust the size of internal and external containers and frequency of pulls as necessary with no additional cost to the State for the life of the contract. This will help the State realize a cost savings rather than a penalty.

**25. EDUCATIONAL MATERIALS:**

Offeror will supply each location no less than 15 days prior to placement of internal/external recycling containers with informational/ educational literature on recycling. Material shall be suitable for posting within public buildings and cannot contain company logos or advertising materials.



**26. CONTRACT TRANSITION:**

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transition period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

In the event the incumbent is not awarded all or a portion (zone) of this contract, it shall be upon the new vendor to arrange with the Site Contact of each facility to provide new equipment for their use. This transition of equipment must be done efficiently and effectively before the start of the new contract and in conjunction with the incumbent, with little or no disruption.